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December 16, 1988

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Ms. Donna R. Searcy
Secretary
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554

Re: Amendment of Section 73.202(b)
Table of Allotments
Radio Station WGUL-FM
New Port Richey, Florida

Dear Ms. Searcy:

Submitted herewith for filing, on behalf of our client, WGUL-FM, Inc., licensee of Radio Station WGUL-FM, New Port Richey, Florida, are an original and six copies of its Supplement To Petition For Rulemaking And Request For Issuance Of Order To Show Cause in the above-reference matter.

Please direct any inquiries concerning this submission to the undersigned.

Respectfully submitted,

KAYE, SCHOLER, FIERMAN,
HAYS & HANDLER

By: 
Irving Gastfreund

Enclosures

WASHINGTON, D.C. 20554

Education Commission
Federal Communications Commission
Office of the Secretary

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Federal Communications Commission
Office of the Secretary

Exhibit 3

AGREEMENT

This Agreement is made and entered into as of the 28th day of November, 1988 by and between WGUL-FM, INC., a corporation organized under the laws of the State of Florida ("WGUL") and ROPER BROADCASTING, INC., a corporation organized under the laws of the State of Florida ("Roper").

RECITALS:

WGUL is the licensee of FM radio broadcast station WGUL-FM, which is presently licensed as a Class A FM radio station by the Federal Communications Commission ("FCC") to serve New Port Richey, Florida on Channel 288A (i.e.; on the frequency 105.5 MHz) at an effective radiated power ("ERP") of 3 kW with a transmitting antenna installed at a height above average terrain ("HAAT") of 78 meters (256 feet).

Roper is the licensee of FM radio broadcast station WCAC(FM) which is presently licensed as a Class A FM radio station by the FCC to serve Sebring, Florida, on Channel 288A (105.5 MHz) at an ERP of 3 kW with a transmitting antenna installed at an HAAT of 46 meters (151 feet).

WGUL-FM and WCAC(FM) presently operate on the same FM channel (Channel 288). Section 73.207 of the Rules of the FCC requires that Class A stations operating on the same

channel with respect to one another maintain transmitter site separations of a minimum of 105 kilometers (i.e., 65 miles). WGUL-FM and WCAC(FM) presently meet this separation standard and, as a result, are not short-spaced to one another. However, WGUL wishes to improve the technical facilities of WGUL-FM and the station's service to the New Port Richey, Florida, metropolitan area by obtaining authority from the FCC to modify WGUL-FM's license to specify operations as a Class C2 FM station, and by operating as such a station, on Channel 288 in New Port Richey, Florida, from a new transmitter/antenna site to be located to the south-southwest of the present WGUL transmitter site (the "New WGUL-FM Site").

Such upgrade of WGUL-FM's channel from Class A to Class C2 status and such relocation of WGUL-FM transmitter site would conflict with Section 73.207 of the FCC's Rules, because, operating as Class C2 station on Channel 288 at the New WGUL-FM Site, WGUL-FM would be short-spaced to WCAC(FM) operating with its present technical facilities at its present transmitter/antenna site.

The proposed upgrade of WGUL-FM to Class C2 status and the proposed relocation of the WGUL-FM transmitter site would meet the criteria of Section 73.207 of the FCC's Rules if (a) Roper obtains authority from the FCC to modify WCAC(FM)'s technical facilities to operate WCAC(FM) as a Class A station on Channel 289A (i.e., on the frequency 105.7

MHz) in Sebring, Florida, from a new transmitter site located approximately 7.2 km to the south of the present WCAC(FM) transmitter site (the "New WCAC(FM) Site") which would meet the separation requirements of Section 73.202 of the FCC's Rules with respect to Radio Station WGUL-FM, operating as a Class C2 station on Channel 288C2 with a transmitter/antenna site located at the New WGUL-FM Site; and (b) WCAC(FM) commences operations with the foregoing modified facilities pursuant to a license duly issued by the FCC.

WGUL is desirous of having Roper voluntarily switch WCAC(FM)'s channel from Channel 288A to Channel 289A and relocate WCAC(FM)'s transmitter and antenna site to the New WCAC(FM) Site, subject to receipt of all required FCC authorizations, so as to permit the FCC to modify WGUL-FM's license to specify operations on Channel 288C2 at the New WGUL-FM Site, and with maximum Class C2 technical facilities.

Roper is willing to so voluntarily switch channels and relocate the WCAC(FM) transmitter and antenna site, subject to the terms and conditions set forth herein.

Both parties hereto believe that the respective modifications of the technical facilities of their respective stations, as contemplated hereby, would serve the public interest, and each party will, therefore, fully cooperate with the other in seeking all required FCC authorizations and approvals for modification of the WGUL-FM and WCAC(FM)

technical facilities as described hereinabove, subject to and in accordance with the terms of this Agreement.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, agreements, and undertakings contained herein, the parties hereto, intending to be legally bound hereby, mutually agree as follows:

1. FCC Rulemaking. WGUL intends to promptly prepare and file with the FCC a Petition for Rulemaking requesting of the FCC: (a) amendment of the FCC's Table of FM Allotments to substitute Channel 288C2 in lieu of Channel 288A in New Port Richey, Florida; (b) modification by the FCC of the license for WGUL-FM to specify operations on Channel 288C2 in New Port Richey, Florida, with Class C2 technical facilities, utilizing a transmitter and antenna site to be located at the New WGUL-FM Site; (c) amendment of the FCC's Table of Allotments to substitute Channel 289A in lieu of Channel 288A in Sebring, Florida; (d) modification of the license for WCAC(FM) to specify operations on Channel 289A in Sebring, Florida with a transmitter and antenna site to be located at the New WCAC(FM) site, which will be located approximately 7.2 km (i.e., approximately 4.5 miles) to the south of the present WCAC(FM) transmitter antenna site and which will meet all applicable FCC separation requirements

(including, without limitation, FCC separation requirements with respect to WGUL-FM operating as a Class C2 facility on Channel 288C2 in New Port Richey, Florida), with a transmitter/antenna site located at the New WGUL-FM Site. Within five (5) business days following the date upon which the aforementioned Petition for Rulemaking is tendered for filing with the FCC on behalf of WGUL, Roper shall file with the FCC comments in support of the WGUL Petition for Rulemaking in which Roper shall advise the FCC of Roper's desire and willingness to have WCAC(FM) operate on Channel 289A in Sebring, Florida, with a transmitter and antenna site located at the New WCAC(FM) Site, in order to accommodate WGUL's proposed modification of the technical facilities of WGUL-FM. Roper shall also file such comments in support of WGUL's rulemaking proposal within ten (10) days following the date upon which the FCC issues a Notice of Proposed Rulemaking contemplating adoption by the FCC of the modifications to be proposed by WGUL in its Petition for Rulemaking, as described above. Roper shall not take any action the purpose or effect of which would make it less likely that the FCC would authorize WGUL-FM to operate as a Class C2 facility on Channel 288C2 with a transmitter antenna site located at the New WGUL-FM Site.

2. Acquisition of Land. The consulting engineer for WGUL has prepared a map depicting the geographic area

within which the New WCAC(FM) Site may be located in order to implement the purposes of this Agreement. Roper shall, in consultation with WGUL, and subject to WGUL's approval (which approval shall not be unreasonably withheld) utilize its best efforts to secure, as expeditiously as possible, an option (the "WCAC(FM) Option") to purchase a parcel of land suitable for use as the New WCAC(FM) Site and for constructing the WCAC(FM) transmitting tower and antenna and attendant guy wires and anchors which may be necessary, which parcel shall be located within the area depicted as suitable on the map prepared by WGUL's consulting engineer. Roper shall use its best efforts to assure that the WCAC(FM) Option, and any renewals thereof, shall be cumulatively valid for a total of at least two years from the date of the Option (and any renewals thereof). Subject to consultation with WGUL, Roper shall utilize its best efforts to assure that the terms of the WCAC(FM) Option, and the terms of any subsequent agreement for purchase of the New WCAC(FM) Site shall contain a provision that the parcel of real estate constituting the New WCAC(FM) Site is to be purchased for a sum not exceeding Fifty Thousand Dollars (\$50,000.00). In the event, however, that, notwithstanding Roper's best efforts, Roper is nonetheless is unable to secure a parcel of real estate which will serve as the New WCAC(FM) Site consistent with the requirements of this Agreement for a purchase price of not more than Fifty Thousand Dollars (\$50,000.00), but in the

event that such a parcel of real estate is available and can be secured by Roper for a purchase price in excess of Fifty Thousand Dollars (\$50,000.00), Roper shall immediately notify WGUL of such circumstances and of all other facts and circumstances relating to Roper's negotiations with respect to acquisition of the real estate in question. Such notification by Roper to WGUL shall be made in writing and consistent with the provisions of Paragraph 13 hereof. Within fifteen (15) days following the date of receipt by WGUL of such written notice from Roper, WGUL shall have the option of either (a) consenting to execution of an option to purchase the real estate in question for a purchase price in excess of Fifty Thousand Dollars (\$50,000.00) (in which event the consideration payable by WGUL under Paragraph 9(a) hereof shall be increased to the level necessary to purchase the real estate in question); or (b) terminating this Agreement (in which event the parties shall, following such termination, have no further liability to one another). Roper shall exercise the WCAC(FM) Option to purchase the New WCAC(FM) Site on the C.P. Grant Date, as defined in Paragraph 9 hereof, and shall contemporaneously execute and enter into a definitive purchase agreement for the New WCAC(FM) Site for the purchase price specified in the WCAC(FM) Option, and shall, as expeditiously as possible following execution of such purchase agreement, consummate the purchase of the New WCAC(FM) Site in accordance with the

terms of said agreement and of the WCAC(FM) Option. Copies of the fully executed WCAC(FM) Option and of the fully executed definitive purchase agreement for the New WCAC(FM) Site shall be furnished by Roper to WGUL as expeditiously as possible following execution of each.

3. Modification Applications. In the event that the FCC amends its Table of Allotments to substitute Channel 288C2 in lieu of Channel 288A in New Port Richey, Florida, and substitutes Channel 289A in lieu of Channel 288A in Sebring, Florida, and authorizes modification of the WGUL-FM and WCAC(FM) licenses in the manner to be requested by WGUL and as described in Paragraph 1 hereof, then, within thirty (30) days from the date of release of such FCC ruling(s), and consistent with the requirements of such ruling(s): (a) WGUL shall tender for filing with the FCC, in proper form and proper substance on FCC Form 301, an application for a construction permit to modify the technical facilities of WGUL-FM to specify operations with maximum Class C2 facilities at the New WGUL-FM Site on Channel 288C2 in New Port Richey, Florida (such application by WGUL for modification of the technical facilities of WGUL-FM may hereinafter be referred to as the "WGUL-FM Application"); and (b) Roper shall tender for filing with the FCC, in proper form and proper substance on FCC Form 301, an application for a construction permit to operate WCAC(FM) on Channel 289A in Sebring, Florida, and with the station's transmitter and

antenna site located on the parcel of real estate on which Roper shall have acquired the WCAC(FM) Option (such application by Roper for modification of the technical facilities of WCAC(FM) may hereinafter be referred to as the "WCAC(FM) Application"). In no event shall the WCAC(FM) Application propose to relocate WCAC(FM)'s main transmitter/antenna site to a location which would not meet all applicable FCC separation requirements. In no event shall Roper be required to file an application with the FCC seeking modification of the technical facilities of Radio Station WCAC(FM) to specify operations on a channel other than Channel 289A in Sebring, Florida. The WCAC(FM) Application shall propose an ERP and HAAT combination no greater than the maximum permitted for Class A FM broadcast stations as set forth in Section 73.211(b) of the FCC's Rules. Roper shall promptly provide WGUL with a complete copy of the WCAC(FM) Application upon its tender for filing with the FCC. WGUL shall promptly furnish to Roper a copy of the WGUL-FM Application upon its tender for filing with the FCC.

4. Prosecution of Applications. Each party hereto shall diligently prosecute its respective application(s) at the FCC, promptly file such amendments or other matters as shall be requested by the FCC's staff, vigorously oppose any opposition to its application(s), and promptly refile its respective application with necessary

corrections should such application(s) be returned by the FCC as unacceptable. Each party shall provide the other party with a copy of any and all such amendments, opposition or other filings made with the FCC at the time of the filing of same, and with copies of any and all correspondence to and from the FCC concerning such party's application(s), and with copies of any and all petitions to deny or informal objections filed with the FCC against that party's application upon such party's receipt of same.

5. Other Permits or Authorizations. Prior to or simultaneously with the filing of the WCAC(FM) Application and WGUL-FM Application each party shall file with the appropriate local, county, state or federal agencies, and with any other necessary individuals or entities, any other requests or applications for permits, licenses, consents, or other approvals, the grant of which may be necessary or desirable to the implementation of its respective modification of facilities, as described hereinabove, and each party shall use its best efforts to secure the grant of such permits, licenses, consents, and other approvals.

6. No Opposition. During the period that this Agreement remains in effect, each party represents and agrees that it will not now, nor in the future, in any manner or by any procedure, oppose, hinder, or object to the other party's FCC Application(s) referred to herein (and any FCC Form 302 Application for License to cover construction permits filed

or to be filed to cover construction authorized by grant of said FCC Applications) filed for the purpose of modifying the technical facilities of WGUL-FM and WCAC(FM) consistent with the terms of this Agreement.

7. Grant of Construction Permits. Following the grant of both the WCAC(FM) Application and of the WGUL-FM Application and the issuance by the FCC of construction permits in response thereto ("C.P." and/or "C.P.'s") each party shall proceed to promptly and diligently construct and test its newly-authorized facilities. Following each party's own construction and testing, each party shall file with the FCC, on FCC Form 302, in appropriate form and substance, an application requesting a license to cover its respective C.P., including a request, if necessary, for immediate grant by the FCC of program test authority ("License Application"). Each party shall diligently prosecute its FCC License Application before the FCC and shall provide the FCC staff with any necessary revisions or amendments as the staff may request, and each party shall vigorously oppose any opposition to its respective License Application. Each party shall provide the other party with a copy of its License Application and any subsequent filings in connection therewith, upon filing, and with copies of any and all correspondence to or from the FCC in connection with such party's License Application, as well as copies of any and all

petitions to deny and any and all informal objections related to such application, immediately upon receipt thereof.

8. Failure or Delay to Construct and/or Commence Program Testing. The failure or delay by either party hereto to construct and/or implement the facilities changes set forth in its respective C.P., and/or the failure or delay on the part of either party hereto to file its respective License Application, as contemplated hereunder, shall not prevent the other party hereto from constructing and implementing the facilities changes set forth in that party's C.P., or from applying to the FCC, on FCC Form 302, for, and receiving a grant of, a license to cover its C.P.

9. Consideration. In consideration of Roper's full and timely performance of all its obligations under this Agreement:

- (a) WGUL shall pay the costs, if any, payable to the owner of the New WCAC(FM) Site for securing the WCAC(FM) Option. Subject to consultation with WGUL, and subject in all events to the terms and conditions set forth in Paragraph 2 hereof, Roper shall enter into a definitive purchase agreement for its acquisition of the New WCAC(FM) Site, and shall consummate the purchase of said site, as required under Paragraph 2 hereof, and, upon

fulfillment of each of the conditions set forth in subparagraph (d) of this Paragraph 9 hereof, WGUL shall pay to Roper the sum of Fifty Thousand Dollars (\$50,000.00), or such higher amount as may be required under the provisions of Paragraph 2 hereof.

- (b) WGUL shall pay its consulting engineers and legal counsel for their professional fees and for out-of-pocket expenses for preparing and filing on Roper's behalf, under Roper's supervision and at Roper's direction, the WCAC(FM) Application and the WCAC(FM) Form 302 License Application to cover C.P., and for any necessary engineering work to be performed in Sebring, Florida, in connection with construction of the modified WCAC(FM) technical facilities contemplated hereunder; provided, however, that notwithstanding WGUL's payment of such fees and costs, Roper, as the licensee of WCAC(FM), shall remain solely responsible in all respects, both under this Agreement and before the FCC, for the contents, review, approval, execution, and prosecution of such applications and any and all amendments thereto. WGUL will reimburse

Roper for the reasonable professional fees of Roper's attorney which shall have been actually paid for by Roper in connection with the negotiation of this Agreement and the review of any work performed by WGUL's FCC counsel, and also the reasonable professional fees of Roper's consulting engineer which shall have been actually paid for by Roper in connection with the review of the work performed by WGUL's consulting engineer; provided, however, that a condition precedent to such reimbursement shall be the submission to WGUL by Roper of bona fide invoices detailing in each case the dates on which services were provided, the amounts charged for each such service and the identity of each service provider. The obligation of WGUL to pay and/or reimburse the professional and legal fees as provided herein is not conditioned or contingent upon the grant of a C.P. or upon the grant of an unconditional license to WGUL to operate WGUL-FM at the New WGUL Site on Channel 288C2.

- (c) Subject to consultation by Roper with WGUL, and subject to approval by WGUL (which approval shall not be unreasonably withheld),

WGUL will, at its sole expense, reimburse Roper for Roper's purchase for WCAC(FM) of a new multi-bay transmitting antenna and a new antenna tower to implement the changes in WCAC(FM)'s technical facilities to be proposed in the WCAC(FM) Application; provided, however, that the new antenna tower shall (subject to any zoning or other restrictions) be of a height of 500 feet above ground level, and provided further that the total costs of the new tower for WCAC(FM) (including construction and installation expenses) shall not exceed Fifty Thousand Dollars (\$50,000.00). In the event that the total of such reimbursable costs and expenses is less than Fifty-Thousand Dollars (\$50,000), WGUL shall pay to Roper the difference between the total of such reimbursable costs and Fifty Thousand Dollars (\$50,000), upon fulfillment of each of the conditions set forth in subparagraph (d) of this Paragraph 9 hereof. In addition, subject to consultation by WGUL with Roper, and subject to approval by Roper (which approval shall not be unreasonably withheld), WGUL shall contract with appropriate persons or entities for the

construction and installation of the
aforementioned new antenna and tower (subject
to the supervision, direction, and control of
Roper), and WGUL shall pay the costs of such
construction and installation.

- (d) Except as expressly provided otherwise in
this Paragraph 9, it is expressly understood
and agreed to by both parties hereto that
WGUL's obligation to pay the consideration set
forth in this Paragraph 9 is subject to the
conditions precedent that: (i) WGUL shall have
received from the FCC all required
authorizations and approvals for WGUL-FM to
transmit, with its new facilities, on Channel
288C2 at the New WGUL-FM Site pursuant to
program test authority issued by the FCC,
without interruption, following completion of
construction of said new facilities (which
FCC authorizations and approvals shall
include, without limitation, a construction
permit to modify the technical facilities of
WGUL-FM in the manner contemplated hereunder,
which construction permit shall contain no
condition materially adverse to WGUL or WGUL-
FM, and which construction permit shall have
become a "Final Order" (i.e., no longer

subject to further timely administrative or judicial review or reconsideration by the FCC or by any court of competent jurisdiction)); and (ii) the FCC shall have granted an unconditional license to WGUL for operation of WGUL-FM at the New WGUL-FM Site, on Channel 288C2, utilizing maximum ERP and HAAT for Class C2 facilities, following completion of construction pursuant to the WGUL-FM C.P.; and (iii) such unconditional license shall have become a "Final Order" as defined above. If the grant by the FCC of program test authority for WGUL-FM to operate on Channel 288C2 at the New WGUL-FM Site is withheld, suspended, or rescinded by the FCC and such withholding, suspension, or rescission is due, directly or indirectly, in whole or in part, to the failure of WCAC(FM) to complete construction pursuant to an FCC construction permit granted as a result of the WCAC(FM) Application and/or FCC Rules and/or the failure of Roper to commence and maintain operations of WCAC(FM) under program test authority consistent with said construction permit and FCC Rules, then, in such events, any further payments required on the part of

WGUL pursuant to this Paragraph 9 shall be immediately suspended until such unlimited WGUL-FM program test authority is restored or the WGUL-FM License Application is granted and has become a Final Order. Furthermore, if, within nine (9) months following the date upon which WGUL's License Application for WGUL-FM to cover the WGUL-FM construction permit is tendered for filing with the FCC, said application has not been granted or has not become a Final Order, and if the delay or failure on the part of the FCC to grant such License Application and/or the failure of such license grant to have become a Final Order is due, directly or indirectly, in whole or in part, to circumstances related to Roper's or WCAC(FM)'s operations or actions or failures to act and/or FCC Rules, further payments by WGUL pursuant to Paragraph 9 of this Agreement shall be suspended until such time as the WGUL-FM License Application shall have been granted by the FCC and until such time as such grant shall have become Final Order.

- (e) Notwithstanding anything contained in this Agreement to the contrary, if, after the C.P. Grant Date (as defined hereinbelow), Roper

completes the construction of the modified technical facilities of WCAC(FM) and otherwise fully performs its obligations hereunder, and if the FCC withholds program test authority from WGUL-FM or does not grant WGUL's License Application solely because of WGUL's default or failure to perform its obligations hereunder, then, in such event, WGUL shall be responsible and obligated to pay to Roper the considerations set forth in this Paragraph 9.

- (f) As used in this Agreement, the term "C.P. Grant Date" shall refer to the date upon which the FCC grant of both the WGUL-FM Application and the WCAC(FM) Application shall have become Final Orders, as defined hereinabove.

10. FCC Failure to Grant Both Applications. If the FCC fails to grant both the WGUL-FM Application and the WCAC(FM) Application within two (2) years following the date of execution of this Agreement as first set forth hereinabove, either party hereto may cancel this Agreement upon fifteen (15) days prior written notice to the other party, provided that the party giving such notice is not in default under this Agreement.

11. Class C3 Operations by WCAC(FM). In the event that the FCC, in its presently pending proceeding in MM Docket No. 88-375, authorizes an additional class of FM

stations, to be known as Class C3, and in the event that, operating on Channel 289 in Sebring, Florida, WCAC(FM) would meet all applicable FCC requirements for operation as a Class C3 station on Channel 289 in Sebring, Florida, then, in such events, nothing contained in this Agreement shall be deemed to prohibit or preclude Roper from (i) seeking such FCC authorization as may be required in order for WCAC(FM) to operate as a Class C3 FM station on Channel 289 in Sebring, Florida; or (ii) seeking FCC authorization to operate WCAC(FM) from a transmitter site located on a piece of land other than the New WCAC(FM) Site; provided, however, that, in all events, Roper shall not operate WCAC(FM), nor shall it seek to operate WCAC(FM), nor shall it seek authorization to operate WCAC(FM), in any manner and from any transmitter site which might in any fashion hinder or prevent WGUL from operating or from obtaining all required authorizations to operate, WGUL-FM on Channel 288C2 in New Port Richey, Florida from a transmitter site located at the New WGUL-FM Site, as contemplated by this Agreement.

12. Specific Performance. Roper recognizes that WGUL will be irreparably damaged by Roper's breach of this Agreement or by failure on the part of Roper to perform its obligations hereunder, and that monetary damages would be inadequate to remedy any such breach. Roper, therefore, agrees that, in addition to all other remedies which WGUL may

have at law or in equity, WGUL shall also have the right to specific performance requiring Roper to perform its obligations under this Agreement, and Roper agrees that it will offer no defense to any such action for specific performance.

13. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective personal representatives, successors, and assigns. Until both WGUL and Roper shall have been issued licenses by the FCC covering the C.P.'s described hereinabove, and until the grants of such licenses shall have become Final Orders of the FCC (i.e., no longer subject to further timely administrative or judicial review or reconsideration), neither WGUL-FM nor WCAC(FM) shall be sold nor shall their respective FCC licenses and authorizations be assigned or transferred to any other party unless and until: (a) the express written agreement of the prospective buyer, assignee, or transferee to be bound by all the terms and conditions of this Agreement shall have been obtained; and (b) such written agreement shall have been delivered to both parties hereto.

14. Notices. Any notices or other communications hereunder shall be in writing and shall be considered to have been duly given five (5) days following deposit into First Class Registered U.S. Mail, postage pre-paid, Return Receipt Requested, and addressed as follows:

if to Roper:

Mr. Robert T. Rowland, Jr.
President
Roper Broadcasting, Inc.
Radio Station WCAC(FM)
P. O. Box 871
Sebring, Florida 33870

if to WGUL:

Mr. Carl J. Marcocci
President
WGUL-FM, Inc.
7212 U.S. Highway 19
New Port Richey, Florida 34652

with a copy to:

Irving Gastfreund, Esq.
Kaye, Scholer, Fierman, Hays,
& Handler
901 Fifteenth Street, N.W.
Suite 1100
Washington, D.C. 20005

15. Law. This Agreement shall be performed, construed and interpreted solely under the laws of the State of Florida, except that matters pertaining to the regulatory authority of the FCC shall be decided by the FCC.

16. Titles. The titles used in this Agreement are for convenience only and shall not be construed to affect the interpretation of the substantive terms hereof.

17. Further Action. The parties agree to take such further action and to file with the FCC and/or other regulatory bodies and/or courts such further papers as may be reasonably necessary to carry out the terms of this Agreement.